

US EMBASSY

BRASILIA BRAZIL

SOLICITATION # 19BR2520Q0008

**COLLECTION, TRANSPORT AND FINAL
DISPOSAL OF ORGANIC AND
INDIFFERENTIATED WASTE PRODUCED BY THIS
EMBASSY IN BRASILIA**

NOTE OF GENERAL AND SPECIFIC CONDITIONS

A- OBJECTIVE

This booklet aims to instruct and guide the development of the services, object of the above pricing and establish obligations and rights of the Embassy of the United States of America, hereinafter referred to as the CONTRACTING PARTY and represented by the supervisory and the executor, hereinafter referred to as by CONTRACTOR, which will be entrusted with the execution of the services of "COLLECTION, TRANSPORT AND FINAL DISPOSAL OF ORGANIC AND INDIFFERENTIATED WASTE PRODUCED BY THIS EMBASSY" in Brasília, located in the Federal District.

The CONTRACTOR will fit:

Perform all related services in this book, including, but not limited to: vehicle and labor supply, material supply if necessary, and maintain the organization of organic waste containers in front of the Embassy's service entrance.

It will be the responsibility of the CONTRACTOR, in addition to the provision of specialized and material service, all services and materials that are directly or indirectly required during the performance of the service, except those explicitly listed as provided by the CONTRACTING PARTY in this booklet.

A. DESCRIPTION OF ITEMS TO BE CONTRACTED

A.1 COLLECTION OF ORGANIC WASTE

The Contractor shall provide the material, tools and labor required for the daily collection of approximately 800 kilograms of organic waste in standard "metallic" containers SLU (Urban Cleaning Service - DF). The pickup location will be in front of the embassy's service entrance. The day and time of collection will be from Monday to Friday, after 15:00 hours.

Collection Address: South Embassies Sector 801, Lot 3. Avenida das Nações. Zip Code: 70403-900. Brasilia - Federal District.

Please note: Pick-up must be by the Embassy's service entrance.

A.2 TRANSPORT AND FINAL DISPOSAL OF ORGANIC WASTE

The Contractor shall arrange for the transportation and final disposal of organic waste in accordance with current legislation and SLU - DF regulations, and shall provide monthly proof of delivery of the material collected to the landfill. The Contractor shall enter into an independent contract with the landfill, sending monthly proof of the final destination of the organic waste produced by this Embassy.

A.3 Supply of Contaminated Waste Containers

The Contractor shall supply and collect containers for undifferentiated waste. There will be 15 containers of 5 m³ each per month. Deliveries from undifferentiated waste containers will usually be delivered Monday through Friday. Orders must be fulfilled within 24 hours or as scheduled by the FAC.

A.4 COLLECTION, TRANSPORT AND FINAL DISPOSAL OF INDIFFERENCED WASTE

The Contractor shall provide for the collection, transportation and final disposal of undifferentiated waste in accordance with current legislation and SLU - DF regulations, and shall provide monthly proof

of delivery of the material collected to the landfill. The Contractor shall enter into an independent contract with the landfill, sending monthly proof of the final destination of the undifferentiated garbage produced by this Embassy.

A.5 DURATION OF SERVICE PROVISION

The Contractor shall submit a proposal to provide services of this scope for a duration of 1 year.

A.6 MONTHLY SERVICE PROOF

The Contractor shall provide monthly reports on the weight of organic and undifferentiated waste collected at this Embassy. It will also be necessary to send a monthly certificate of the final disposal of the waste by the landfill.

A.7 DOCUMENTATION

The Contractor shall provide to the CONTRACTING PARTY, at the time of submission of bids, the following list of documents:

- Environmental License of Operation and Operation of the CONTRACTED PARTY, provided by the responsible environmental agency.
- Environmental License for Operation and Operation of the chosen sanitary landfill, provided by the responsible environmental agency.

B - RESPONSIBILITIES AND CHARGES

The CONTRACTED PARTY shall inspect the place where the services will be performed, and may not, under any pretext, argue ignorance of

the details and conditions thereof, and shall be solely and exclusively responsible for the costs arising from any changes that may be necessary.

NOTE: Any indispensable and complementary service to these and not listed should be considered part of the scope.

B.1 - All of the following, whether with respect to facility connections, fees, fees, taxes, fines, etc., or the performance of the service, shall be provided by and at the expense of the CONTRACTOR, who shall act with the utmost promptness and the necessary advance, so that its administrative, fiscal and technical measures guarantee a rational pace of the service, within the good norms of execution.

B.2 - It is incumbent upon the CONTRACTOR to supply all material, labor and equipment necessary for the perfect performance of the contracted services, except when otherwise specified by the CONTRACTING PARTY.

B.3 - The CONTRACTED PARTY shall assume full responsibility for the efficiency of the services, in accordance with the "STANDARDS" in force and this "NOTE", and other contractual technical documents, as well as damages arising from the performance of such work.

The CONTRACTOR shall assume full responsibility for the material provided by the CONTRACTING PARTY and shall replace it at his own expense in the event of disappearance or damage caused by improper handling or neglect of his employees on the site.

B.4 - It is up to the CONTRACTOR to make a thorough study of the services to be performed, verifying the location and all data and

elements provided by the CONTRACTING PARTY, for the execution of the services.

B.4.1- From the results of this verification, the CONTRACTOR shall immediately give written notice to the CONTRACTING PARTY, prior to the execution of the corresponding service group, pointing out any discrepancies, errors or omissions that it has observed, including possible violations of technical norms, regulations or laws. in order to remedy any errors, omissions or discrepancies that may embarrass the perfect development of the respective services.

B.4.2- If the CONTRACTOR does not take into account these errors, omissions or discrepancies, but the CONTRACTING PARTY notifies them, even after the corresponding service group executed, the CONTRACTOR may not refuse to remedy it at its own expense.

B.4.3- The CONTRACTED PARTY is obliged to visit the area where the services will be performed, and may not, under any pretext, argue that they are unaware of it, and shall be solely and exclusively responsible for the onus arising from any local problems.

The CONTRACTOR's employees assigned to this service must be previously identified with the CONTRACTING PARTY. All employees assigned to perform the service must always be in uniform and in possession of Personal Protective Equipment, necessary for the performance of their duties, such as helmets, face masks, goggles, visors, gloves, boots, etc.

B.4.5- The CONTRACTOR shall be liable for all damages that may be caused to the contractor and / or third parties, arising from the performance of the services under its charge.

C - SUB-EMPLOYEES

C.1- The CONTRACTED PARTY may not subcontract the services then contracted as a whole, but may partially perform them, for certain services of a special character, however, maintaining its direct responsibility to the CONTRACTING PARTY.

D - GENERAL GUIDANCE AND SUPERVISION

The CONTRACTED PARTY will supervise the execution of the services and may, if desired, appoint a qualified professional, his duly accredited representative with the CONTRACTING PARTY, with experience for daily monitoring of the services.

E - SERVICE ORDERS

All orders or communications from Contractor to Contractor, or vice versa, will be transmitted in writing, and only then will they take effect.

F - ADDRESSES AND MODIFICATIONS

In the event that services not provided for herein are required, the CONTRACTOR may do so only with the prior written consent or determination of the CONTRACTING PARTY.

G - IMPLEMENTATION PERIOD

For the execution of the services listed here, a period of twelve (12) months.

I - PAYMENT

Payment will be made in Reais within 30 days of receipt of the completed monthly service. There will be 12 payments for the service each month.

J - VISITING

Site visits should be scheduled and contact the US Embassy Works Section, Ms. Thays Prado PradoTK @ state @ state.gov tel. 3312 7518 from Monday to Friday from 8am to 5pm. The employee responsible for this service, Pedro Araújo, AraujoPA@state.gov, 3312.7516 or Guilherme Silva, silvagg@state.gov, 3312.7177.

K. CLAUSES AND CONDITIONS FOR PROPOSAL

K.1. ENVELOPE 1 - "PROPOSAL" SHALL CONTAIN:

K.1.1 The Bid Proposal, in one copy, typed or typed, dated, signed and initialed on all sheets by the legal representative of the bidder or by his attorney, free of amendments, erasures, exceptions and between lines, prepared according to instructions of this scope.

K.2. The Price Proposal must include:

K.2.1 - the price per tonne collected;

K.2.2 - the cost breakdown worksheet:

K.2.3 - Statement that the price includes all expenses with consumables, equipment, insurance premium, including administration, fees and any operating expenses. As well as all labor, social security, tax, trade, financial expenses and obligations of any nature and other direct and indirect expenses, in short, all cost

components of services, including profit, necessary for the perfect execution of the object of the bidding process;

K.2.4. The period of validity of the proposal is 60 (sixty) days from the date of submission of the proposal; and

K.2.5. Additional information such as: company name; CNPJ; full address (including zip code); telephone / fax: bank account number; Bank; agency (code and name).

K.3. Subsequently, allegations of mistakes, errors or distractions in the preparation of price proposals will not be accepted as justification for requesting any additions, economic-financial rebalancing of the contract, indemnities or reimbursements of any kind.

SERVICE AGREEMENT THAT MAKE BETWEEN THE EMBASSY OF THE UNITED STATES OF AMERICA IN BRAZIL AND THE CONTRACTOR WHEREAS THE FOLLOWING BELOW:

The CONTRACTOR will fit:

- To recruit, on your behalf and under your sole and exclusive responsibility, without any solidarity from the Embassy, the necessary employees for the perfect execution of the services object of this contract, and to use in the execution of these services, exclusively its employees, being responsible for the payment of the administrative charges (scheduling, calling, frequency control, permitted absences, authorized leave, promotions, vacations, punishments, admissions, dismissals, transfers, etc.), labor, social security, insurance, tax, commercial, including liability arising from accidents , within the legal deadlines, and any others resulting from your employer status or from the performance of this contract;

- Provide and maintain in service employees in a quantity compatible with the performance of services as provided in the general specifications of this notice.

- Keep updated the nominal and cadastral list of employees allocated in the execution of the object of this contract, sending to the Embassy Contract Supervisor whenever necessary, a new list of names and provide all other information that is requested;

- Provide uniforms to their employees, and require their employees to work in uniform and to keep the uniforms in perfect working order;

- Require that employees assigned to services perform only those tasks compatible with the professional category indicated in the work card and in accordance with the object of the Contract;

- Assume with the relevant authorities any fines that may be imposed by the supervision for non-compliance with the provisions of the relevant legislation.

- Ensure the safekeeping and conservation of the Embassy's movable property, utensils and equipment made available for the execution of the object, if applicable;

- Indemnify the Embassy in case of damage or subtraction of its assets or values, when such acts are performed by an employee of the contractor.

- Show, when requested by the Embassy, the relevant proof that all labor, social security and tax charges and obligations are being met as a result of their employer status;

- Correct all failures verified in the services performed, within the deadline established by the Contract Supervisor, without burden to the Embassy and without prejudice to the applicable sanctions;

- Maintain, throughout the execution of the contracted object, all the conditions of qualification and qualification required in the bidding. In accordance with the obligations assumed in this adjustment,

informing the Embassy of the supervenience of any event or fact that may modify the initial conditions of qualification;

- Indicate the name of the PREPOSAL to receive communications from the Embassy and coordinate all services under contract, resolving all issues inherent in this Agreement:

- Protect embassy assets under your custody.

- To reimburse the embassy in the event of any transposition or damage caused to it by malpractice, imprudence or negligence, delays or irregularities committed in the execution of the contracted services:

- All expenses related to fines or indemnities imposed on the Embassy by a competent authority, due to non-compliance by the staff allocated in the execution of the contracted services, laws, decrees, occupational safety standards, regulations and municipal positions;

- All expenses related to insurance, taxes, fees and services, salary payments, social security charges provided for in labor legislation.

- All the provisions and obligations established in the specific legislation of occupational accidents, when in occurrences are victims its employees or agent allocated in the execution of the object of this contract, in the performance of the services or in connection with them, even if verified in Embassy premises. ;

- To oversee the perfect compliance with the object of this contract, being fully responsible for the resulting costs, necessarily already included in the contracted price, regardless of that exerted by the Embassy;

- To be responsible for the damage caused by its employees to the Embassy's premises, furniture, utensils or equipment, which is hereby authorized to discount the amount corresponding to the replacement or repair cost of the warranty damage or the amount of payments due to the CONTRACTOR;

- Be responsible for any and all damage caused, including to third parties, by improper performance of the contracted services. Since the Embassy is hereby authorized to deduct the amount corresponding to compensation for damage to the warranty or the amount of payments due to the CONTRACTOR:
- Be responsible for the payment of fines, indemnities or expenses that may be imposed by supervisory bodies of the CONTRACTED PARTY's activity, as well as the burden resulting from its repercussion on the object of this Agreement.
- Be responsible for the payment of fines, indemnities or expenses imposed on the Embassy by a competent authority due to the Contractor's failure to comply with laws, decrees, regulations or postures.

The CONTRACTING PARTY will:

- Provide the CONTRACTOR with all information and clarifications necessary for the full performance of the services object of this contract:
- Indicate by the 5th (fifth) business day of the contract, the name (s) of the servers that will be responsible for the supervision of the Contract.
- In the course of the execution of the services, it will be up to the Embassy, directly or by those who indicate the right to supervise the faithful compliance with the contractual provisions, promoting the qualitative and quantitative measurement of the services rendered, without prejudice to the supervision exercised by the CONTRACTED PARTY.
- The supervision referred to in this clause will be exercised by an official appointed by the Embassy for this purpose.

- The supervision exercised by the Embassy does not imply its co-responsibility or the person responsible for monitoring the contract, not excluding or reducing the responsibility of the CONTRACTED PARTY, including for damages that may be caused to the Embassy or to third parties, for any irregularity due to guilt or Contractor's misconduct in performing the contract.
- The Embassy will communicate in writing any deficiencies that may have occurred in the execution of the services, and the CONTRACTED PARTY shall immediately correct them. Without prejudice to applicable sanctions.

- ADMINISTRATIVE SANCTIONS

- The CONTRACTED PARTY may apply the following administrative sanctions:

I - warning.

II - fine.

III - suspension of the right to bid and contract with the Embassy for an indefinite period;

IV - declaration of unfitness to bid or contract with the Embassy while the normative effects of the punishment continue or until the rehabilitation is promoted.

V- No sanction will be applied to the CONTRACTED PARTY without due administrative process guaranteed the right of presentation of prior defense within 5 (five) business days from the date it is summoned to do so.

VI - In the subpoena shall be informed the contractual breach and the deadline for the presentation of prior defense.

VII - The warning sanction may be applied in the following cases:

1 - partial breach of obligations and responsibilities assumed contractually;

2 - other occurrences that may cause disruption to the development of services at the discretion of the Embassy, provided that the most severe sanction does not fit.

- The Embassy may impose the CONTRACTOR fine for non-performance of this contract.

I - Fines will be deducted from payments due by the Embassy.

II- Fines may be applied cumulatively with the sanctions of warning, temporary suspension or declaration of disqualification.

1 - The fine may be charged for unjustified delay in the fulfillment of the object or stipulated deadlines.

2 - The penalty for breach of contract may be applied in the following percentages and situations:

I - 10% due to partial non-performance or unsatisfactory performance of the contract, being calculated on the value of the Invoice corresponding to the period of the rendering of services in which the absence occurred;

II - 10% for the non-performance of the total contract being calculated on the total contract value

III - 10% for the interruption of the execution of the contract without prior authorization of the Embassy being calculated on the total value of the contract;

- The CONTRACTOR is forbidden:

I - Guarantee or use this contract for any financial transaction.

II - To interrupt the execution of the services on grounds of default by the Embassy, except in cases provided by law.

- Comments:

- The management of this contract is the responsibility of the General Service Office of the Embassy, located at the US Embassy, SES, Quadra 801, Lot 03, South Wing, Brasilia, DF, being represented by the Contracting Officer. .

- The Embassy shall indicate the places and times where the services object of this Contract will be rendered, according to item A of this public notice, and reserves the right to exclude or include, at any time, the categories and quantities of service stations you need.

- The Embassy undertakes to provide the employees appointed by the CONTRACTED PARTY with any specific supplementary information necessary for the proper rendering of the services object of this contract.

L - PROPOSAL

The proposal must follow the guidelines of items A.1 to A.7, obligatorily presenting the table below, and be sent by e-mail until 5:00 pm on January 06, 2020, addressed to:
brasiliaproposalsdl@state.gov

Item	Description	Unit	Unitary Value	Monthly Total Amount
1.	Collection, transport and final disposal of organic waste	Ton		
2.	Container supply, 5 m3, for undifferentiated waste	Each		
3.	Collection, transport and final disposal of undifferentiated waste	ton		

